

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

DANA BOWMAN

v.

GV MULTI-FAMILY, LLC and  
COVENANT DEVELOPMENT, LLC

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Civil Action No. 4:18-cv-00243-ALM

**THIRD-PARTY DEFENDANT TED TROUT ARCHITECT  
AND ASSOCIATES, LTD.'S OBJECTION TO MOTION FOR JOINDER,  
ORIGINAL ANSWER, AND JURY DEMAND**

TO THE HONORABLE JUDGE OF SAID COURT:

Third-Party Defendant, Ted Trout Architect and Associates, LTD. (“Ted Trout Architect”), which was incorrectly named as Ted Trout Architects and Associated, Ltd., hereby files its Objection to Motion for Joinder, Original Answer, and Jury Demand to Defendant GV Multi-Family, LLC’s (“GV Multi-Family”) Original Third-Party Complaint and, alternatively, Motion for Joinder, and respectfully shows the Court as follows:

**I.  
MOTION FOR JOINDER**

Ted Trout Architect objects to the Motion for Joinder (“Motion”) filed in the alternative by GV Multi-Family. In the Motion, GV Multi-Family states that Ted Trout Architect should be joined as a defendant in the lawsuit. However, Ted Trout Architect has been served with the Third-Party Complaint by GV Multi-Family and is already in the lawsuit as a third-party defendant. As a result, the Court should deny GV Multi-Family’s Motion for Joinder and hold that Ted Trout Architect should not be joined as a defendant.

## II. SPECIFIC ALLEGATIONS

Ted Trout Architect answers the specific allegations of GV Multi-Family's Third-Party Complaint as follows:

1. Upon information and belief, Ted Trout Architect admits the allegations contained in Paragraph 1 of GV Multi-Family's Third-Party Complaint.

2. Upon information and belief, Ted Trout Architect admits the allegations contained in Paragraph 2 of GV Multi-Family's Third-Party Complaint.

3. In regard to Paragraph 3 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

4. In regard to Paragraph 4 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

5. In regard to Paragraph 5 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

6. Upon information and belief, Ted Trout Architect admits the allegations contained in Paragraph 6 of GV Multi-Family's Third-Party Complaint

7. Upon information and belief, Ted Trout Architect admits the allegations contained in Paragraph 7 of GV Multi-Family's Third-Party Complaint.

8. Upon information and belief, Ted Trout Architect admits the allegations contained in Paragraph 8 of GV Multi-Family's Third-Party Complaint.

9. With regard to the allegations contained in Paragraph 9 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect admits that Ted Trout Architect and Associates, Ltd. is a Texas limited partnership located at 11111 Katy Freeway in Houston, Texas, and that the registered agent is Cesar Corrales. Except as admitted herein, denied.

10. Ted Trout Architect lacks knowledge sufficient to form a belief about the truthfulness of the allegations contained in Paragraph 10 of GV Multi-Family's Third-Party Complaint; therefore, the allegations are denied.

11. Ted Trout Architect lacks knowledge sufficient to form a belief about the truthfulness of the allegations contained in Paragraph 11 of GV Multi-Family's Third-Party Complaint; therefore, the allegations are denied.

12. Ted Trout Architect denies the allegations contained in Paragraph 12 of GV Multi-Family's Third Party Complaint.

13. Ted Trout Architect lacks knowledge sufficient to form a belief about the truthfulness of the allegations contained in Paragraph 13 of GV Multi-Family's Third-Party Complaint; therefore, the allegations are denied.

14. Ted Trout Architect denies the allegations contained in Paragraph 14 of GV Multi-Family's Third-Party Complaint.

15. Ted Trout Architect lacks knowledge sufficient to form a belief about the truthfulness of the allegations contained in Paragraph 15 of GV Multi-Family's Third-Party Complaint; therefore, the allegations are denied.

16. In regard to Paragraph 16 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

17. In regard to Paragraph 17 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

18. In regard to Paragraph 18 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

19. In regard to Paragraph 19 of GV Multi-Family's Third-Party Complaint, Ted Trout Architect states that the allegations constitute a legal conclusion to which no response is required. Except as admitted herein, denied.

20. Ted Trout Architect denies all allegations contained in GV Multi-Family's Third Party Complaint which are not specifically admitted herein.

### **III. AFFIRMATIVE DEFENSES**

1. Ted Trout Architect pleads all defenses asserted by GV Multi-Family to Plaintiff's Complaint, and incorporates them as if fully set forth herein.

2. Ted Trout Architect specifically denies that it had a contract with GV Multi-Family, and, therefore, GV Multi-Family's breach of contract claim against Ted Trout Architect should be dismissed.

3. Ted Trout Architect asserts that the design of the property which is the subject of Plaintiff's Complaint complied with all applicable building codes, laws, and ordinances, including, but not limited to, the Fair Housing Act, and, therefore, GV Multi-Family's claims against Ted Trout Architect should be dismissed.

4. Ted Trout Architect alleges that the events in question were caused by the acts, omissions, and/or products of third parties over whom Ted Trout Architect had and has no control, and was not the fault of Ted Trout Architect.

5. Ted Trout Architect shows that the events in question were caused by a new, independent, and intervening cause not related to the conduct or products of Ted Trout Architect.

6. Ted Trout Architect contends that it is entitled to a determination of the percentage of responsibility attributable to Plaintiff, Defendants, and any other party joined into this action and any settling parties.

### **III. JURY DEMAND**

Ted Trout Architect hereby demands a trial by jury.

WHEREFORE, PREMISES CONSIDERED, Ted Trout Architect and Associates, LTD., prays that the Court deny Defendant's Motion for Joinder, that Defendant recover nothing of and from Ted Trout Architect, and that Ted Trout Architect receive all costs of court and such other and further relief, both at law and in equity, to which Ted Trout Architect may show itself to be justly entitled.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: 

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**ATTORNEYS FOR THIRD-PARTY  
DEFENDANT TED TROUT ARCHITECT  
AND ASSOCIATES, LTD.**

**CERTIFICATE OF SERVICE**

By my signature above, I hereby certify that a true and correct copy of the foregoing has been delivered on this the 26th day of September, 2018, to the following counsel of record in accordance with the requirements of the Federal Rules of Civil Procedure addressed as follows:

**Via CM/ECF Filing**

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